

95.7 CRUZ FM – Win a Second Summer with Sunwing

Contest Rules and Regulations:

These contest rules and regulations are applicable to the above-named contest brought to you by Harvard Broadcasting Inc. owner of 95.7 CRUZ FM (CKEA), which are administered live on-air, on-site or on-line on its radio stations in Western Canada. Please note that certain contests promoted on Harvard Broadcasting stations may be brought to you by Harvard Broadcasting in conjunction with another sponsor or by a sponsor other than Harvard Broadcasting, in this case - Unique Travel Corp. All Contests held by Harvard Broadcasting are subjected to but not limited to the rules and regulations below:

1. CONTEST PERIOD:

- Saturday, August 31, 2019 at 12:01AM MST – Friday, September 13, 2019 at 7:30AM MST and Friday, September 13 at 8:00AM MST – Friday, September 27 at 7:30AM MST.

2. ELIGIBILITY:

- Contest is open to all legal residents of Alberta 21 years of age or older. Notwithstanding the above, the Contest is not open to individuals associated with the Contest, including the employees, agents or representatives of Harvard Broadcasting (including its respective divisions, subsidiaries, affiliates and advertising or promotional agencies) and suppliers providing prizes or other materials or services in connection with this Contest (collectively, the "Excluded Individuals").
- Entrants are only eligible to win one prize during the Contest Period(s). Only one contest winner per household.
- Entrants are only eligible to qualify once per keyword (up to 3 times daily from Monday – Friday, 1 time daily on Weekends/Holidays) during the Contest Period.
- **Winners that have won any trip giveaway in the last 365 days with any Harvard Broadcasting station are not eligible to win.**

3. HOW TO ENTER:

- To enter for a chance to win a trip for 2 to Planet Hollywood Beach Resort Costa Rica (2 (two) separate trips for winner plus guest):
 1. Listen for the Text Keywords each day at 8:10AM, 12:10AM & 4:10PM on weekdays and 12:10PM on Weekends/Holidays. When you hear the keyword, text the word to 780-989-0957 with your first and last name. 1 Text Per Person. Duplicate texts will not count and will be discarded. Key words will be in valid use for 1 hour (60 minutes) after each reveal.
 2. On both September 13 & September 27 at 7:10am, CRUZ will announce and call a grand prize winner. Caller must answer the phone to be considered a winner. Caller must be the person who's name is announced and not a proxy, relative, companion, friend, etc. or is subject to disqualification.
 3. Qualification & Winners are up to the sole discretion of 95.7 CRUZ FM. 95.7 CRUZ FM is not responsible for dropped calls, bad reception, battery/phone failure, internet problems, data charges for texts, if you miss the call, etc.
 4. Participants must follow all rules and guidelines.

In order to be declared a winner by the Contest judges, a potential winner must: (i) be in compliance with these Contest rules; if a potential or declared winner is not in compliance with these Contest rules, the Contest judges reserve the right to disqualify such entrant from the Contest and select an alternative winner. Winner must answers a skill testing question to claim prize.

NO PURCHASE NECESSARY: No purchase is required to enter a Harvard Broadcasting station Contest.

4. PRIZE:

- Participants will have a chance to win one (1) of two (2) grand prize vacation for two to Costa Rica.

- Roundtrip airfare, based on economy class, for two (2) persons consisting of two (2) adults (one of whom must be the winner) from Edmonton to Liberia , Costa Rica onboard a Sunwing Airlines operated flight
- 7 (seven) nights standard accommodations at the Planet Hollywood Beach Resort Costa Rica in a room based on double occupancy
- All Inclusive meal plan while at the Planet Hollywood Beach Resort Costa Rica
- Land transfers between the airport and hotel in destination
- All hotel taxes and processing fees
- Taxes (including, but not limited to, departure taxes, air seat/airline taxes and applicable federal, provincial, municipal, state and/or local taxes)
- Approximate value of this prize is \$6,070 plus taxes
- The trip is non-transferable nor redeemable for cash
- Following the prize draw, 95.7 CRUZ FM will provide Sunwing Travel of the winners name, address, phone number in order to attain a prize letter for the winner. Upon receipt of letter, 95.7 CRUZ FM will require the winner to pick up certificate from 95.7 CRUZ FM within a pre-determined time frame. Winners will have to answer a skill testing question for their prize.
- Potential winners will be required to furnish proof of identification such as a photo driver's license

5. LIMITATIONS ON TRAVEL:

- The prize is non-transferable and has no cash value
- Prize will NOT be substituted for cash value.
- Prize Winners must be at least 21 Years of Age
- Not included in your Sunwing prize:
 - Ground transportation not specifically mentioned above (including transportation to and from you and your guest(s) homes)
 - Airport improvement fees
 - Insurance (including, but not limited to, travel insurance, medical insurance and trip cancelation insurance)
 - Connecting flights (including to the departure gateway city if you do not live near an available gateway)
 - Sightseeing tours and other in-destination activities
 - Travel related fees/surcharges
 - Excess baggage fees
 - Costs associated with obtaining travel documents (including, but not limited to passports and visas)
 - Costs associated with obtaining necessary vaccinations
 - Items of personal nature
 - Additional meals
 - Room upgrade
 - Tips & gratuities
 - In-room movies
- Limitation and Rules & Regulations
 - You accept the prize "as is" otherwise it will be forfeited
 - Travel is valid from October 31, 2019 until October 31, 2020 (the "Travel Period")
 - Travel is subject to availability and must be requested a minimum of four (4) weeks prior to the requested departure date
 - Blackout periods apply, including without limitation: Nov 21-28, Dec 17-Jan 04, Jan 18-25, Feb 12 – 22, March 11-15, Apr 8-22 , May 23-30, June 27-July 4 and Aug 01-31 subject to availability
 - If you are unable to travel during the Travel Period, you will be required to forfeit the prize and an alternate winner may be selected at Sunwing's sole discretion
 - Once reservation is made, they cannot be changed
 - As Sunwing Airlines does not operate year- round in many Canadian gateways and Sunwing Airlines has stopped flying for the season out of your closest Canadian gateway for your requested travel dates- it is left at your responsibility (the prize winner) to make your way to the next closest Canadian gateway with operating flights for your requested departure dates

- Sunwing Airlines operates out of the Edmonton International Airport into the Daniel Oduber Quirós International Airport (LIR) only for the winter flying season of December 15, 2019 until April 19, 2020. If you (the prize winner) choose to fly before or after these dates it is at your own expense to cover your connecting flights into the closest Sunwing operating Canadian gateway.
- All reservations are subject to the terms and conditions set out in Sunwing's brochure or located on Sunwing's website located at www.sunwing.ca
- You and your travel guest(s) must be in possession of a valid passport and other necessary travel documents upon selection, which documents must be valid prior to, and for the duration of the trip. Failure to obtain necessary travel documentation will result in forfeiture of the prize
- Any lost or stolen, travel vouchers or certificates will not be replaced
- All airline tickets are subject to flight variations, work stoppage, and schedule or route changes
- Sunwing reserves the right to structure travel routes and select hotels in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Sunwing
- If the prize, or any portion thereof, is unused, it cannot be carried forward and will be forfeit
- Elements of the prize (including, without limitation, airfare and lodging) may not be used towards frequent flyer miles or other loyalty programs
- You and your guest must comply with all applicable laws, including but not limited to, all local laws while in destination
- The prize, and any portion thereof, is non-exchangeable, non-transferable, non-refundable, has no cash surrender value and must be accepted as awarded with no substitutions, except as may be decided by Sunwing in its sole discretion
- Sunwing reserves the right, in its sole discretion, to substitute and/or modify the prize or any portion thereof, with a prize of equal or greater value for any reason

6. EXPENSES: The grand prize winner is responsible for all incidental expenses incurred for the purpose of taking or during the trip including, but not limited to ground transportation not specifically mentioned in paragraph 5, above, airport improvement fees, travel insurance, parking, trip cancellation insurance, connector flights, sightseeing tours, tips, medical, baggage and cancellation insurance, departure taxes, fees and surcharges, excess baggage fees, costs associated with obtaining travel documents, visas, or necessary vaccinations, or items of a personal nature, or charges for incidentals in hotel. Winner will also need to provide credit card upon check in at hotel for any damages or charges that may occur (the "Expenses"). The Grand Prize winner understands that he or she may not seek reimbursement for the Expenses from 95.7 CRUZ FM, Harvard Broadcasting Inc, the Affiliates, and the Sponsor(s) - Unique Travel Corp. or their respective advertising and promotional agencies for any part of prize winning. **The Grand Prize winner and his or her guest are responsible for ensuring that they have all necessary travel documents prior to departure.**

7. PUBLICITY: By entering a Contest, you consent to Harvard Broadcasting's use of your name, city of residence, photograph, voice, statement and image for any publicity purposes.

GENERAL:

- 8. THE DECISIONS OF THE CONTEST JUDGES ARE FINAL.** In the event of a conflict between the rules and any instructions or interpretation of these rules given by a Harvard Broadcasting employee regarding a Contest, these rules shall prevail.
- 9.** Any attempt to tamper with the entry process, interfere with these Contest rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws, and Harvard Broadcasting reserves the right to seek damages and/or other relief from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Harvard Broadcasting Contests.

10. Harvard Broadcasting assumes no responsibility for: entries lost, stolen, late, delayed, damaged, illegible, incomplete, or for the failure, interruption or delay of any email or other communication to be received, for any reason; problems with the function of any website or website feature howsoever caused; the malfunction of, or damage caused to, any telephone network or lines, computer equipment, data or software, online systems, servers or access providers; any functionality lost due to not having cookies enabled; traffic congestion on the Internet or on phone lines; the security or privacy of information transmitted via computer networks; or for breaches of privacy due to interference by third party computer "hackers."
11. Harvard Broadcasting reserves the right, at its sole discretion and without prior notice, to amend, cancel, close, suspend or reinstate a Contest or its rules at any time and for any reason whatsoever. Harvard Broadcasting reserves the right, in their sole discretion, to cancel or substitute any component of a prize for its cash value or a prize of approximately the same retail value. Prizes are non-transferable, must be accepted as awarded by Harvard Broadcasting and cannot be exchanged by a declared winner for cash or other substitutes.
12. By entering the Contest, each entrant agrees to abide by these Contest rules, which are subject to change without notice to Contest entrants individually, and each entrant releases Harvard Broadcasting, its parent, affiliates, subsidiaries, directors, officers, employees, representatives, agents and advertising and promotional agencies, from any damage, loss or liability suffered as a result of or arising from the entrant's participation in a Contest or the use of any prize.
13. Consumer Created Content. IF THE ENTRY FOR THE CONTEST INCLUDES ANY CREATIVE MATERIAL FROM THE PARTICIPANT, INCLUDING BUT NOT LIMITED TO, CONSUMER CREATED CONTENT, BY ENTERING THE CONTEST EACH PARTICIPANT IS VERIFYING THAT (1) YOU ARE THE OWNER AND PRODUCER OF THE SUBMITTED MATERIAL AND THAT NO THIRD PARTY OWNERSHIP RIGHTS EXIST TO ANY MATERIAL SUBMITTED, AND (2) YOU ARE HEREBY GRANTING THE COMPANY AND THIS STATION A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, ROYALTY-FREE, SUB-LICENSABLE (THROUGH MULTIPLE TIERS) RIGHT AND LICENSE TO USE, PUBLISH, REPRODUCE, DISPLAY, PERFORM, ADAPT, MODIFY, DISTRIBUTE, HAVE DISTRIBUTED AND PROMOTE SUCH CONTENT IN ANY FORM, IN ALL MEDIA NOW KNOWN OR HEREINAFTER CREATED, ANYWHERE IN THE WORLD, FOR ANY PURPOSE.
14. The Contest is void where prohibited by law and is subject to all applicable federal, provincial and municipal laws and regulations. The Contest and these Contest rules shall be exclusively governed by and construed in accordance with the laws of the provinces of Alberta and Saskatchewan. Any dispute shall be adjudicated in the courts sitting in those cities where Harvard Broadcasting operates radio stations.
15. The invalidity or unenforceability of any provision of these Contest rules shall not affect the validity or enforceability of any other provision.
16. Personal information collected from entrants will be used by the Harvard Broadcasting for the purpose of administering a Contest. By entering the Contest, entrant consents to the manner of collection, use and disclosure of personal information as set out in Harvard Broadcasting's privacy policy which is available upon request.
17. Prizes must be accepted as awarded, may not be substituted and have no cash value.
18. By entering, the winner agrees to the use of his/her name, address, voice and likeness in any advertising or promotion without compensation.
19. This contest is subject to all Federal, Provincial and Municipal Laws.